REMARKS

This Response is submitted in response to the Office Action mailed July 14, 2003, and in accordance with the interview courteously granted by the Examiner on November 3, 2003. Claims 1 to 39 are pending. Claims 1, 2, 3, 18, 21, 22, 23, 29, 36, 37, 38 and 39 have been amended. The specification has also been amended for clarification and readability. No new matter is added by these amendments. A Supplemental Information Disclosure Statement is submitted herewith. A Petition for a Two-Month Extension of Time to respond to the office action is submitted herewith. Checks in the amount of $180.00 and $420.00 are submitted herewith for the supplemental information disclosure statement and the two-month extension of time. Please charge Deposit Account No. 02-1818 for any additional fees owed.

The Office Action rejected Claims 1 to 3 and 21 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,413,160 to Vancura ("*Vancura*"). Claims 4 and 5 were rejected under 35 U.S.C. § 103(a) as being obvious in view of *Vancura* and U.S. Patent No. 6,364,768 to Acres et al. ("*Acres 768*"). Claims 1 to 9, 12 to 14, 21, 22, 24, 25, 27 and 28 were rejected under 35 U.S.C. § 103(a) as being obvious in view of U.S. Patent No. 6,231,445 to Acres et al. ("*Acres 445*") and U.S. Patent No. 6,439,995 to Hughes-Baird et al. ("*Hughes-Baird*"). Claims 10, 11, 15 to 17 and 23 were rejected under 35 U.S.C. § 103(a) as being obvious in view of *Acres 445*, *Hughes-Baird* and in further view of U.S. Patent No. 6,506,118 to Baerlocher et al. ("*Baerlocher*"). Claims 18 to 20, 26, 29 and 31 to 39 were rejected under 35 U.S.C. § 103(a) as being obvious in view of *Acres 768, Hughes-Baird* and *Acres 445*. (Please note that the Office Action lists *Acres 445* twice in the rejection of those claims; however, Applicants assume the Patent Office means both Acres patents referenced herein.) Claim 30 was rejected under 35 U.S.C. § 103(a) as being obvious in view of *Acres 768, Acres 445, Hughes-Baird* and *Baerlocher.* (Please note that *Acres 445* was referenced twice, and Applicants assume the Patent Office meant to use *Acres 768* and *Acres 445.*)

Vancura discloses a bonus game based on the board game of Trivial Pursuit™. The *Vancura* game displays a question and simultaneously displays a plurality of

possible answers. One of the answers is correct and the other answers are wrong. The game gives the player an opportunity to pick the correct response within a first time period to win a first award. This first time period applies to all of the displayed selections. If the player does not pick one of the selections within the first time period, the game gives the player an opportunity to pick one of the same possible answers (including the same correct and wrong responses) within a second time period to receive a smaller award. Thus, the player can pick any of the selections in the first time period, and if the player does not pick any of the selections in the first time period, the player can pick any of the selections in the second time period. That is, if the player does not pick one of the selections within for example, the first five seconds, the player is provided an opportunity to pick the correct answer from the same group of selections within for example, the second five seconds. This example is at column 6, lines 13 to 39 of *Vancura*. In each of the time periods, the player is presented with the same group of selections.

Amended Claim 1 is directed to a gaming device including a plurality of selections that are each at least partially sequentially and individually presented to a player for a limited time period for the selection by the display device. Each limited time period is displayed to the player by the display device. The award provided to the player includes values associated with each of the selections accepted by the player during the limited time periods respectively of the selections. *Vancura* does not operate that way and does not disclose, teach or suggest any modification of its operation in such a manner. Moreover, changing the *Vancura* game is this manner would appear to completely change or destroy the Trivial Pursuit™ aspect of that game. For example, the *Vancura* game enables the player to pick one selection, not each selection (see at column 6, line 27). Moreover, the award of the *Vancura* game is based on a single selection, not multiple selections.

The passages of *Vancura* cited by the Patent Office are consistent with the above-described distinctions between amended Claim 1 and *Vancura*. Namely, column 6, lines 13 to 39, column 7, lines 14 to 27 (wherein the player is provided multiple selections from the same set of selections), column 3, lines 42 to 49 (wherein the player

is given one time period after which responses are randomly chosen for the player), and column 4, lines 21 to 39 (describing bonus timer) each describe a game where the player selects one or more times from the same set of selections, and ultimately is provided an award based on one selection and perhaps, also based on how quickly the player makes that selection.

For each and all of the above reasons, Applicants respectfully submit that *Vancura* does not teach the elements of amended Claim 1. Accordingly, Applicants submit that amended Claim 1 and the claims depending from Claim 1 are patentably distinguished over *Vancura* and are in condition for allowance. Certain of these claims have been amended for clarity and readability purposes only.

Similarly, amended Claim 21 also includes: (i) a plurality of selections that are each at least partially sequentially and individually presented to a player for a limited time period for said selection; (ii) an input enabling the player to accept each selection during the associated limited time period for the selections; and (iii) an award that includes values associated with each of the selections selected by the player during the limited time periods respectively for the selections. At least for each of the reasons discussed above in connection with amended Claim 1, *Vancura* fails to teach the combination of elements of amended Claim 21. Accordingly, Applicants respectfully submit that amended Claim 21 is patentably distinguished over *Vancura* and is in condition for allowance.

Applicants also respectfully traverse the obviousness rejection of Claims 4 and 5 in view of *Vancura* and *Acres 768*. Applicants submit that *Acres 768* does not teach the "speed-change" elements of Claims 4 and 5. *Acres 768* teaches a network of gaming devices, wherein one of the gaming devices of the network is selectively designated as being in a bonus period or bonus mode. The abstract of *Acres 768* provides:

> Receipt of the bonus token signal at the machine causes additional lighting and sound effects beyond that enabled by normal operation of the game. The bonus token also enables additional bonuses within the game that are awarded to the player of the selected machine. At the end of the bonus period, the bonus token is returned to the bonus server, processed to introduce new parameters, and then transmitted to a second one of the plurality of gaming devices. The bonus token is passed in this way from machine to machine to enhance the gaming experience of the lucky player of the selected game machine.

This description is substantially different than the "speed-change" of Claims 4 and 5, wherein the time to make a selection in the game, not the time that a game is in a bonus mode changes. *Acres 768* discusses a time period in which a machine is operating in a special bonus mode. *Acres 768* does not disclose changing the time period during which the player has to make a decision in a bonus game. The passage selected from *Acres 768* in the Office Action, column 8, lines 40 to 45, does not teach the elements of Claims 4 and 5; rather, the passage states that the amount of time that any gaming machine on the network is set in the bonus mode or bonus state is dependent upon, for example, "[s]pin outcomes at the selected gaming machine, so that, for instance, the more you win the longer the bonus period." That passage does not involve the time in which the player has to make a selection within a game; rather, that passage confirms that *Acres 768* is different by indicating that a player may be able to play in the bonus mode for a longer period of time if the player's outcome at playing the game is of a certain type. That disclosure is different than the claim language of a "speed-change that increases (decreases) the limited time period for at least one subsequent selection." Therefore, it is respectfully submitted that it would not have been obvious to a person of ordinary skill in the art to modify the timing features of *Acres 768* in this manner and then to incorporate those changed features into the *Vancura* game.

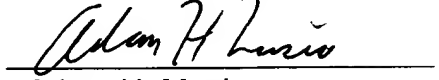
Regarding the obviousness rejection of Claims 1 to 9, 12 to 14, 21 to 22, 24 to 25, and 27 to 28 over *Hughes-Baird* and *Acres 445*, the Office Action is confusing as to which *Acres* reference is being used in the rejection on page 5. The first sentence of this rejection states that *Acres 445* is the reference; however, the explanation indicates that *Acres 768* is the reference. For example, material from column 8, lines 41 to 45 is cited. Column 8 of *Acres 445* is in the claim section. Therefore, *Acres 768* appears to be the reference relied upon for the rejection. *Acres 768*, as discussed above, discloses a time period in which a machine is operating in a special bonus mode. *Acres 445* also shows a time line when a bonus period begins and ends (see Fig. 4). Thus, combining either *Acres* patent with the selection game of *Hughs-Baird* does not provide the present invention.

Similarly, for the reasons discussed above in regard to the *Acres* patents and in regard to the rejections of: (a) Claims 10, 11, 15 to 17 and 23 over the combination of *Acres 445*, *Hughes-Baird* and *Baerlocher*; (b) Claims 18 to 20, 26, 29 and 31 to 39 over *Acres 768, Hughes-Baird* and *Acres 445*; and (c) Claim 30 over *Acres 768, Acres 445, Hughes-Baird* and *Baerlocher,* combining the *Acres* patents with the games of Hughs-Baird and Baerlocher does not provide the invention of these claims. Additionally, Claims 22, 23, 29, 36, 37, 38 and 39 have been amended have been amended for clarity and readability in certain places and to more clearly define the invention. It is respectfully submitted that these claims are now in condition for allowance.

An earnest endeavor has been made to place this application in condition for formal allowance and is courteously solicited. If the Examiner has any questions regarding this Response, Applicant respectfully requests that the Examiner contact the undersigned.

Respectfully submitted,

BELL, BOYD & LLOYD LLC

BY 

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